

Last updated on 20 Jan 2021

1. HP Omen Squad ('Program) is a competition that is conceptualized and organized by HP India Sales Private. Limited. ('Organizers') which is available on [__https://www.omen.com/in/en/omen-squad.html](https://www.omen.com/in/en/omen-squad.html) ("Website"). This document governs the relationship of the user ('You/ Your/ Participant') and the Organizers. Access to and use of this Website and services available through this Website (collectively, the "Services") are subject to the following terms, conditions, and notices (the "Terms of Use"). By accessing this Website and using the Services, You are agreeing to all the Terms of Use, as may be updated by the Organizers from time to time. You should check this page regularly to take notice of any changes that may have made to the Terms of Use. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. From time to time, we may restrict access to some parts or the entire Website.
2. In order to be eligible for participation, You must register for the Program. The Program is open for application to all Indian citizens residing in India except the employees of Organizers and their family members, Organizers' associate companies, distributors, agents, advertising and promotional agencies, auditors and their associate companies. No purchase or consumption of Organizer's products is necessary to participate in this Program.
3. The Organizers reserve the right to request the Participant to provide proof of identity and Indian residency at any time to validate the participation in the Program. Identification considered suitable for verification is at the discretion of the Organizers.
4. Entry to this Program is free of charge and only one entry will be accepted per person. If multiple entries are submitted by the same Participant, such Participant shall be disqualified and none of the entries submitted by such a Participant would be considered for the Program. In order to be eligible ("Eligibility Criteria") for the Program:
 - a. The Participant must be an Indian citizen residing in India.
 - b. The Participant must be in the age group of 18 years to 23 years as on 31st March 2021.
 - c. The Participant must be a casual gamer.
 - d. The Participant must have a minimum of 10000 subscribers on his/her cumulative social media and/or should be a professional video gamer.
 - e. The Participant must not be affiliated to any brand which is a direct or indirect competition of the Organizer.

It is the responsibility of the Participant to ensure that they satisfy the Eligibility Criteria mentioned herein and that they are legally entitled to enter all aspects of this Program failing which the Organizer reserves the right to disqualify the Participant from the Program. The Participant upon asking should be able to provide a proof of identification, else can be disqualified from the contest. HP and their authorized agents may have access to the details shared by you.

5. In case the Participant is found using an unscrupulous or dishonest means of participating in the Program, or conducting in a manner detrimental to the spirit of the Program, such Participant shall be immediately disqualified at the sole discretion of the Organizers, in addition to undertaking other remedies available to the Organizers in law.

6. The Organizers at its sole discretion will choose 1 winner ('Winner') who will be provided with a slot in the Omen Squad for a period of 1 year. The Winner slot is limited in number, and subject to availability. Even if a Participant meets the Program criteria, a Winner slot may not be awarded.

The Organizers are not under any obligation to reveal the mode and manner of selection to any Participant/or to any other person. The decision made by the Organizer shall be final and binding on all the Parties. There shall be no appeal on the decision of the Organizer in any manner.

7. The Winner shall be notified by an e-mail and/or call and will be required to sign an individual squad Terms & Conditions document ('Agreement') which will be shared with the Winner post the selection process. The Winner must meet all conditions as outlined in the Agreement.

8. Unless otherwise stated, the data and information You can access on this Website has been developed and compiled by the Organizers and as such is protected by copyright, trademark, trade dress other laws concerning intellectual property and data protection. All rights in relation to such intellectual property, data and information (as well as in relation to the organization and layout of the Website and the underlying software code) are reserved by the Organizers. Nothing contained in these Terms confers any license to use any content of the Website. Under no circumstance will the Participant be allowed to use any intellectual property of the Organizer including but not limited to the logo, for any purpose whatsoever, unless prior approved by the Organizers in writing.

9. The Organizers exclude all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this contest -

The Organizers further exclude all liability and responsibility in connection with the use, inability to use or the results of use of the Website, any websites linked to this Website or the material on or accessible through such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or Your downloading of any material from the Website or from any websites linked to this Website or from any websites accessible through those that are linked to the Website.

10. If any provision of these Terms and Conditions is held by any court or other competent authority to be unlawful or unenforceable in whole or part, then it is severed from these Terms, leaving the remainder provisions in full force and effect.
11. Questions or comments about the Program or these Terms may be directed to us at OMEN India Facebook page via a direct message.
12. The Participant agrees and undertakes to indemnify and keep the Organizers including its affiliates, directors, officers, partners, employees, consultants, agents harmless and indemnified against any loss, damage, claims, costs and expenses including but not limited to legal fees and other charges which may be incurred or suffered by the Organizers due to breach of any terms and conditions contained herein by the Participant and/or infringement or violation of any patent, copyright, trademark or other proprietary right of a third party by the Participant in relation to or arising out of the participation of the Participant in the Program.
Nothing in the Program shall affect any intellectual property rights of the Organizers in any HP Product or Service.
13. By registering and participating in this Program, Participants agree:
 - f. To abide by the terms and conditions contained in this document/Website and the Privacy statement provided in the Website.
 - g. To abide by and accept as final and binding, all decisions made by Organizer on all matters related to and arising out of this Program;
 - h. That Organizer has the right, at its sole discretion to disqualify any Participant for breach of the terms and conditions stated in this document/Website;
 - i. That Organizer has the right to cancel or suspend the Program with or without notice for any or no reason. Organizer will not be liable for any damage, costs or inconvenience caused due to such cancellation or suspension of the Program;
 - j. That the Parties are subject to the laws of India and the courts in Gurgaon shall have exclusive jurisdiction over any issue arising out of or in relation to this Program.
 - k. That Organizer shall not be responsible for any loss, damage, cost or expense arising out of or incurred by the Participant in connection with this Program.
 - l. To allow Organizer to publish the name and details of the Participant shared for the purpose of publicity and marketing efforts without any reference, liability or compensation to the Participant;
 - m. That the Organizers shall not be liable to pay any compensation or otherwise for any failure to perform any obligation under the Program, which is due to an event beyond the control of the Organizers including but not limited to any Act of God, pandemic, epidemic, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of the Program or agreement entered into, nor which could have been reasonably foreseen.
14. Subject to any applicable law, all warranties of any kind whatsoever, whether express or implied, are hereby expressly disclaimed by the Organizer; the Participant expressly agrees that his/her participation in the Program offered by Organizer is at the Participant's sole risk and is governed by the terms and conditions herein and in the Website; No advice or information whether by representations, oral, written or pictorial derived from the Website or through the Program shall be construed to mean the giving of any warranty of any kind by the Organizer.

15. The Participant hereby release, forever discharge and covenant not to sue, and to release and discharge the Organizers and all other employees of the Organizer or any Agency/Consultants employed for this purpose by the Organizer (all of whom are collectively hereinafter referred to as “ releases”) from any and all liability to each of the Participants, his or her heirs, and next of kin for any and all claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.

By clicking on Agree on the Website, Participants hereby confirm that they have read the terms and conditions provided in the Website and this Agreement and hereby agree to all such terms and conditions.